

FILED  
LORAIN COUNTY

2014 OCT 28 P 2:39

CLERK OF COMMON PLEAS  
RON RADAKOWSKI

IN THE COURT OF COMMON PLEAS  
LORAIN COUNTY, OHIO

**140V184854.**

CHRISTIAN TEMPLE DISCIPLES OF CHRIST )  
940 WEST FIFTH STREET )  
LORAIN, OHIO 44052 )

Plaintiff, )

V. )

TRAVELERS INDEMNITY COMPANY )  
AKA TRAVELERS INDEMNITY COMPANY OF )  
AMERICA AKA TRAVELERS INDEMNITY )  
COMPANY OF CONNECTICUT AKA TRAVELERS )  
PROPERTY CASUALTY COMPANY OF )  
AMERICA AKA TRAVELERS COMMERCIAL )  
CASUALTY COMPANY AKA TRAVELERS )  
CASUALTY COMPANY AKA TRAVELERS )  
CASUALTY AND SURETY COMPANY AKA )  
TRAVELERS CASUALTY COMPANY OF )  
CONNECTICUT AKA TRAVELERS CASUALTY )  
INSURANCE COMPANY OF AMERICA AKA )  
TRAVELERS COMMERCIAL CASUALTY COMPANY )  
STATUTORY AGENT: CSC LAWYERS )  
INCORPORATING SERVICE )  
50 WEST BROAD STREET, SUITE 1800 )  
COLUMBUS, OHIO 43215 )

And )

LEXINGTON INSURANCE COMPANY )  
100 SUMMER STREET )  
BOSTON, MASSACHUSETTS 02110 )

and )

CASE NO:

JUDGE

JUDGE JOHN R. WERBAUGH

COMPLAINT

JURY DEMAND  
ENDORSED HEREON

**CONSTITUTION STATE SERVICES LLC  
44 BEDFORD STREET  
MIDDLEBORO, MASSACHUSETTS 02344**

**and**

**UNITED CHURCH INSURANCE ASSOCIATION  
700 PROSPECT AVENUE, 5<sup>TH</sup> FLOOR  
CLEVELAND, OHIO 44115**

**And**

**INSURANCE BOARD PARTNERS IN PROTECTION)  
UCC, DISCIPLES, PRESBYTERIAN  
700 PROSPECT AVENUE, 5<sup>TH</sup> FLOOR  
CLEVELAND, OHIO 44115**

**And**

**CERTAIN UNDERWRITERS AT LLOYDS  
SUBSCRIBING TO POLICY NUMBERS 015048955,  
AND/OR B080111865U12, AND/OR B080114784U12,  
AND/OR B080114785U12 AND/OR 084543360  
181 WEST MADISON STREET  
SUITE 3870  
CHICAGO, ILLINOIS 60602**

**And**

**AXIS SPECIALTY INSURANCE COMPANY  
STATUTORY AGENT:  
CSC – LAWYERS INCORPORATING SERVICE  
50 WEST BROAD STREET, SUTE 1800  
COLUMBUS, OHIO 43215**

**And**

**JOHN DOES (1-5) (insurance company(ies) – whose  
Actual name is unknown and whose name and address  
the Plaintiff could not discover)  
(NAMES UNKOWN)  
(ADDRESSES UNKNOWN)**

**Defendants.**

1. Plaintiff, Christian Temple Disciples of Christ, a Church and Affiliated Entity of The Christian Church Disciples of Christ, (hereinafter referred to as Plaintiff) now is and at all times herein mentioned was a non-profit Church incorporated in the state of Ohio and organized and existing under the laws of the state of Ohio and engaged in doing business as a Church in Lorain County pursuant to the laws of the state of Ohio.

2. Travelers Indemnity Company aka TRAVELERS INDEMNITY COMPANY OF AMERICA AKA TRAVELERS INDEMNITY COMPANY OF CONNECTICUT AKA TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA AKA TRAVELERS COMMERCIAL CASUALTY COMPANY AKA TRAVELERS CASUALTY COMPANY AKA TRAVELERS CASUALTY AND SURETY COMPANY AKA TRAVELERS CASUALTY COMPANY OF CONNECTICUT AKA TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA AKATRAVELERS COMMERCIAL CASUALTY COMPANY, now is and at all times herein mentioned was a corporation and/or business organized and existing under the laws of the state of Ohio and engaged in doing business in Lorain County as an insurer pursuant to the general insurance laws of the state of Ohio.

3. Lexington Insurance Company, now is and at all times herein mentioned was a corporation and/or business organized and existing under the laws of the state of Ohio and engaged in doing business in Lorain County as an insurer pursuant to the general insurance laws of the state of Ohio.

4. Constitution State Services LLC, now is and at all times herein mentioned was a limited liability company and/or business organized and existing under the laws of the state of Ohio and engaged in doing business in Lorain County pursuant to the general insurance laws of the state of Ohio and authorized to administer claims on behalf of Lexington Insurance Company.

5. United Church Insurance Association, now is and at all times herein mentioned was a business organized and existing under the laws of the state of Ohio and engaged in doing business in Lorain County pursuant to the general insurance laws of the state of Ohio and is a

non-profit insurance organization that offers property and liability, risk management and insurance for church purposes. United Church Insurance Association conducts operations and services in the State of Ohio.

6. Insurance Board Partners in Protection, UCC, Disciples, Presbyterian, now is and at all times herein mentioned was a business organized and existing under the laws of the state of Ohio and engaged in doing business in Lorain County pursuant to the general insurance laws of the state of Ohio and is a non-profit insurance organization that offers property and liability, risk management and insurance for church purposes. Insurance Board Partners in Protection, UCC, Disciples, Presbyterian conducts operations and services in the State of Ohio.

7. Certain Underwriters at Lloyds Subscribing to Policy Numbers 015048955, and/or B080111865U12, and/or B080114784U12, and/or B080114785U12 and/or 084543360, now is and at all times herein mentioned was a corporation and/or business organized and existing under the laws of the state of Ohio and engaged in doing business in Lorain County as an insurer pursuant to the general insurance laws of the state of Ohio.

8. Axis Specialty Insurance Company, now is and at all times herein mentioned was a corporation and/or business organized and existing under the laws of the state of Ohio and engaged in doing business in Lorain County as an insurer pursuant to the general insurance laws of the state of Ohio.

9. JOHN DOES (1-5) is an insurance company and/or insurance companies – whose actual name is unknown and whose name and address the Plaintiff could not discover - now is and at all times herein mentioned was a corporation and/or business organized and existing under the laws of the state of Ohio and engaged in doing business in Lorain County as an insurer pursuant to the general insurance laws of the state of Ohio.

10. JOHN DOES (1-5), presently unidentified, will in no way be prejudiced in the maintenance of their defense on the merits within the meaning of Rule 15(D) of the Ohio Rules of Civil Procedure because of their constructive or actual notice of the institution of this case. Except for the inability of the Plaintiff to discover the name of these Defendants, this action

would be brought against them in their proper, true, and exact name and capacity, and said information will be provided by Plaintiff when such information becomes fully known to him

11. Plaintiff owned at the time of the loss property located at 940 West Fifth Street, City of Lorain, County of Lorain, state of Ohio.

12. For and in consideration of a valuable premium paid, Defendants, Travelers Indemnity Company aka TRAVELERS INDEMNITY COMPANY OF AMERICA AKA TRAVELERS INDEMNITY COMPANY OF CONNECTICUT AKA TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA AKA TRAVELERS COMMERCIAL CASUALTY COMPANY AKA TRAVELERS CASUALTY COMPANY AKA TRAVELERS CASUALTY AND SURETY COMPANY AKA TRAVELERS CASUALTY COMPANY OF CONNECTICUT AKA TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA AKATRAVELERS COMMERCIAL CASUALTY COMPANY, Lexington Insurance Company, Constitution State Services LLC, United Church Insurance Association, Insurance Board Partners in Protection, UCC, Disciples, Presbyterian, Certain Underwriters at Lloyds Subscribing to Policy Numbers 015048955, B080111865U12, B080114784U12, B080114785U12 and/or 084543360, Axis Specialty Insurance Company, and/or JOHN DOES (1-5) - an insurance company and/or insurance companies – whose actual name is unknown and whose name and address the Plaintiff could not discover (collectively referred to as “Defendants”) issued to Plaintiffs an insurance Policy, covering loss due to damage by a covered cause of loss to property, including Real Property, Personal Property, Business Interruption, Extra Expense, Additional Coverages and/or Supplemental Coverages, located at 940 West Fifth Street, City of Lorain, County of Lorain, state of Ohio (hereinafter referred to as "described premises"). A true and accurate copy of said policy, along with endorsements and declaration page showing the coverages in effect at the time of the covered loss, is not attached hereto because Defendants have the original policy.

13. On or about October 30, 2012, a wind storm occurred at described premises in which the described premises were damaged by the wind storm. Wind storm is a covered cause

of loss under the subject insurance policy.

14. At the time of the wind storm, the described premises was insured under a policy of insurance issued by Defendants to Plaintiff. After the wind storm, Plaintiff made timely notice of the loss and damage and made a proper and timely claim for their loss pursuant to the terms of the insurance policy. Plaintiff thereafter has fully complied with each and every term, condition, and provision of the policy of insurance on their part to be performed, within their control, and/or have been waived by Defendants, and/or Defendants are estopped from asserting those defenses in regards to the covered loss.

15. The policy of insurance was in full force and effect at the time of the loss and damage. Defendants failed to pay Plaintiffs the amount due and owing to Plaintiffs under the terms of the policy.

16. Defendants had a duty to pay for any covered loss sustained for which its insured is legally entitled to collect as a result of such loss. This contractual obligation is subject only to any applicable limits which are expressly and unambiguously stated in the insurance policy.

17. Defendants breached its duty pursuant to the insurance policy contract by failing to tender Plaintiffs the full amount of benefits available for damages caused by the wind storm.

18. Plaintiff further does not waive their rights under their policy by filing this action.

19. The insurance policy provides coverage to the described property on a Replacement Cost Coverage basis. As a result of the subject wind storm, Plaintiff sustained damage to the real property and personal property. The provisions of the insurance policy require Defendants to pay Plaintiff's damages to the described property as a result of the subject covered loss in excess of Twenty-Five Thousand Dollars (\$25,000.00).

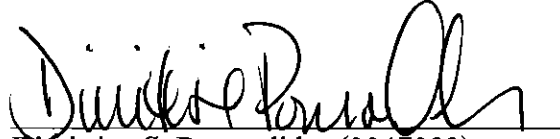
20. As a direct and proximate result of the actions and omissions of Defendant, Plaintiff has sustained damages as outlined in this complaint and the prayer for damages.

21. Plaintiff requested an extension of time to file this lawsuit from Travelers

Indemnity Company. Travelers indicated it had to request review from Insurance Board Partners in Protection, UCC, Disciples, Presbyterian for approval of the request.

**WHEREFORE**, Plaintiff, Christian Temple Disciples of Christ, demands judgment against Defendants, Travelers Indemnity Company aka TRAVELERS INDEMNITY COMPANY OF AMERICA AKA TRAVELERS INDEMNITY COMPANY OF CONNECTICUT AKA TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA AKA TRAVELERS COMMERCIAL CASUALTY COMPANY AKA TRAVELERS CASUALTY COMPANY AKA TRAVELERS CASUALTY AND SURETY COMPANY AKA TRAVELERS CASUALTY COMPANY OF CONNECTICUT AKA TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA AKATRAVELERS COMMERCIAL CASUALTY COMPANY, Lexington Insurance Company, Constitution State Services LLC, United Church Insurance Association, Insurance Board Partners in Protection, UCC, Disciples, Presbyterian, Certain Underwriters at Lloyds Subscribing to Policy Numbers 015048955, and/or B080111865U12, and/or B080114784U12, and/or B080114785U12 and/or 084543360, Axis Specialty Insurance Company, and/or JOHN DOES (1-5) - an insurance company and/or insurance companies – whose actual name is unknown and whose name and address the Plaintiff could not discover jointly and severally, for compensatory damages in excess of Twenty Five Thousand Dollars (\$25,000.00), including, but not limited to, contractual damages, costs, prejudgment interest, and other costs, expenses incurred and other relief as the court deems just.

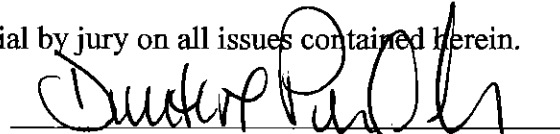
Respectfully submitted,  
**POUSOULIDES LAW OFFICES INC.**



Dimitrios S. Pousoulides (0047093)  
Attorney for Plaintiff  
931 N. Main Street-Suite 201  
N. Canton, Ohio 44720  
(330) 499-4121  
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**JURY DEMAND**

Plaintiff hereby demands a trial by jury on all issues contained herein.

  
Dimitrios S. Pousoulides (0047093)

**REQUEST FOR SERVICE TO THE CLERK:**

Pursuant to Civ. R. 4.1(A), please issue alias summons and complaint directed to this court for service by United States Mail by **CERTIFIED MAIL** on the Defendants making same returnable according to law at the address listed in the caption of the complaint.

  
Dimitrios S. Pousoulides (0047093)